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12  
13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**  
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16 LAURA BUFORD, on behalf of herself and  
17 others similarly situated,

18 Plaintiff,

19 vs.

20 MEDICAL SOLUTIONS, L.L.C., a  
21 Nebraska limited liability corporation; and  
22 DOES 1 through 100, inclusive.

23 Defendants.  
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Case No.: 4:18-CV-04864-YGR

~~PROPOSED~~ JUDGMENT

\*As Modified by the Court\*

Hon. Yvonne Gonzalez-Rogers

1 The following matters came regularly as scheduled for hearing on July 21,  
 2 2020: (1) Plaintiff's Motion for Final Approval of Class Action Settlement (Docket  
 3 No. 42); and (2) Plaintiff's Motion for Attorney's Fees and Costs (Docket No. 43).  
 4 Both Motions were unopposed. Upon consideration of the Motions, the evidence  
 5 filed in support thereof, the Court's entire file herein, and the arguments of counsel  
 6 at the hearing, the Court entered its Order granting both Motions on July 28, 2020  
 7 (the "Final Order") (Docket No. 51]. Accordingly, the Court now enters  
 8 JUDGMENT as follows:

9 1. For purposes of this Judgment, the Court adopts all defined terms as set  
 10 forth in the Joint Stipulation of Class Settlement and Release ("Joint Stipulation")  
 11 (Docket No. 34);

12 2. This Court has jurisdiction over the subject matter of this litigation and  
 13 over all parties and Class Members to this litigation;

14 3. The Court finds the "Notice of Class Action Settlement" was duly  
 15 mailed to the members of the Class as required by the Joint Stipulation. These steps  
 16 to notify the Class about the Settlement constituted the best notice practicable under  
 17 the circumstances and fully met the requirements of due process. The Court finds  
 18 further that the California Labor & Workforce Development Agency ("LWDA")  
 19 was duly notified of the settlement of the claims asserted under the Private  
 20 Attorneys General Act, Cal. Labor Code sections 2698, et seq. ("PAGA") as  
 21 required by Cal. Labor Code section 2699(1)(2);

22 4. The Court finds that no member of the Class nor the LWDA has  
 23 objected to the Settlement or to the proposed awards of attorney's fees, costs or the  
 24 representative enhancement;

25 5. The Court finds that the Settlement was the product of good faith,  
 26 arm's-length negotiations between experienced counsel, facilitated by a well  
 27 respected mediator. After considering the Defendant's potential exposure, the  
 28 likelihood of success on the class claims, the risk, expense, complexity and delay

1 associated with further litigation, the risk of maintaining class certification through  
2 trial, the experience and views of Class Counsel, and the reaction of the Class to the  
3 Settlement (see Hanlon v. Chrysler Corporation, 150 F.3d 1011, 1026 (9th Cir.  
4 1998)), the Court finds that the Settlement is fair, reasonable and adequate, and in  
5 the best interests of the Class, and hereby GRANTS final approval of the  
6 Settlement. The parties are ordered to carry out the Settlement as provided for in the  
7 Joint Stipulation;

8         6. In addition, the request for an enhancement payment of \$7,500.00 to  
9 Plaintiff and Class Representative Laura Buford is granted. The Court finds that the  
10 enhancement payment is reasonable in light of the services she performed, the  
11 benefit she helped secure for the Class, and the risks she undertook in bringing the  
12 litigation. The Court further approves payment of \$25,000.00 to the Settlement  
13 Administrator, CPT, Inc., for services rendered and to be rendered in administering  
14 the Settlement. The Court further approves payment of \$157,500.00 to the LWDA  
15 for its share of civil penalties PAGA;

16         7. Concurrently with the motion for final approval of the Settlement,  
17 Plaintiff moved for attorney's fees equal to 25% of the total settlement fund, or  
18 \$287,500.00, plus litigation costs in the amount of \$11,881.82, which Motion the  
19 Court granted.

20         8. The Court adjudges the participating Class Members, to the extent  
21 provided by the Joint Stipulation, be deemed to have conclusively released and  
22 discharged the Released Parties (as defined in the Joint Stipulation) from any and all  
23 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,  
24 attorney's fees, damages, action or causes of action contingent or accrued for,  
25 alleged in or based on the factual allegations asserted in the operative complaint.

26         9. Two Class Members, Kayla Smith and Janon Ashcraft, timely and  
27 validly opted out of the Settlement. These two individuals therefore are excluded  
28

1 from the Class and are not bound by the Joint Stipulation, the Final Order, or this  
2 Judgment.

3 10. The Court further adjudges that Plaintiff, acting on behalf of herself and the  
4 State of California by and through the LWDA, by operation of this Judgment hereby  
5 forever and completely releases and discharges the Released Parties of any and all claims  
6 for civil penalties under PAGA of both the Settlement Class and Settlement  
7 Aggrieved Group that were alleged in the Action or that could have been alleged in  
8 the Action based on the factual allegations asserted in the operative complaint.

9 11. Neither the releases in the Joint Stipulation, the Final Order or this  
10 Judgment will affect any and all claims alleged in the action titled Dittman v.  
11 Medical Solutions, L.L.C., et al., Eastern District of California Case No. 2:17-cv-  
12 01851-MCE-CKD.

13 12. Without affecting the finality of the Final Order or this Judgment in any  
14 way, the Court retains jurisdiction over: (1) implementation and enforcement of the  
15 Joint Stipulation pursuant to further orders of this Court until this Judgment  
16 becomes effective and each and every act agreed to be performed by the parties has  
17 been performed under the terms of the Joint Stipulation; (2) any other action  
18 necessary to conclude this settlement and to implement the Joint Stipulation; and (3)  
19 the enforcement, construction, and interpretation of the Joint Stipulation.

20 13. Neither the Final Order, this Judgment nor the Joint Stipulation upon  
21 which they are based are an admission or concession by any party of any fault,  
22 omission, liability or wrongdoing. This Judgment is not a finding of the validity or  
23 invalidity of any claims in this action or a determination of any wrongdoing by any  
24 party. The final approval of the parties' settlement will not constitute any opinion,  
25 position or determination of this Court as to the merits of the claims or defenses of  
26 any party.

27 14. Judgment is hereby entered as follows: (1) Plaintiff Laura Buford and  
28 the Settlement Class Members consisting of all persons employed by Defendant in

1 California as non-exempt employees, including but not limited to traveling  
2 healthcare professionals, who worked an assignment at any facility operated by  
3 Sutter Health or a related company during the Settlement Class Period who have not  
4 otherwise opted out, and (2) the LWDA with respect to all claims asserted under  
5 PAGA on behalf of the Settlement Class Members and Settlement Aggrieved  
6 Group, shall take nothing from Defendant Medical Solutions, LLC except as set  
7 forth in Joint Stipulation. The Court shall retain jurisdiction over the parties to  
8 interpret, implement and enforce this Judgment- for three (3) years from the date of this  
9 judgment.

10 IT IS SO ORDERED, ADJUDGED AND DECREED.

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14 Dated: August 3, 2020



YVONNE GONZALEZ ROGERS  
UNITED STATES DISTRICT JUDGE